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#### Contract Database Metadata Elements

Title: **Miller Place Union Free School District and Miller Place Administrators Association (2008)**

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Union: **Miller Place Administrators Association**

Local:

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**2008-2013 AGREEMENT**  
**-between-**  
**THE BOARD OF EDUCATION**  
**of the**  
**MILLER PLACE UNION FREE SCHOOL DISTRICT**  
**-and-**  
**THE MILLER PLACE ADMINISTRATORS' ASSOCIATION**

**I.     RECOGNITION**

The Board of Education of the Miller Place Union Free School District, Town of Brookhaven, Miller Place, New York, recognizes the Miller Place Administrators' Association as the exclusive negotiation representative for all building principals, assistant principals, 12 month dean of students, and 10 month District directors.

**II.    TERM OF AGREEMENT**

This contract shall be in effect as of July 1, 2008 through June 30, 2013. Failing written notice by the Association between October 15, 2012 and January 15, 2013, of desire to commence negotiations, this contract shall be automatically renewed, and failing written notice by the Association within the October 15 to January 15 period for successive years, it shall be automatically renewed for one year, and for successive yearly periods until timely notice is given.

**III.   PROFESSIONAL COMPENSATION**

The annual salaries to be paid to each administrator covered by this agreement are delineated on Schedule C attached.

Salary increases are as follows: 3.5% year 1, 3.5% year 2, 3.5% year 3, 3.5% year 4, and 3.5% year 5.

Additional flat dollar increases: in addition to the aforementioned percentage increases, the following one-time payments (which will be applied prior to the percentage increase) shall be made during the first year of the new contract only (payable in equal installments throughout the pay periods for the year) to the following administrative positions:

- a)     MPHS Principal: \$1,200.00
- b)     NCRMS Principal: \$2,900.00
- c)     LADSBS Principal: \$5,000.00
- d)     AMPS Principal: \$5,000.00
- e)     Secondary Assistant Principals: \$1,200.00
- f)     Ten (10) Month Directors: \$5,000.00
- g)     Twelve (12) Month Dean of Students: \$0 (zero)

**Longevity**

Each unit member shall be entitled to longevity in addition to base salary in the amount of \$2,000.00 at the fourth (4<sup>th</sup>) year of continuous service in the District;

The aforementioned longevity payment shall be increased to \$4,000.00 at the eighth (8<sup>th</sup>) year of continuous service in the District;

The aforementioned longevity payment shall be increased to \$6,000.00 at the twelfth (12<sup>th</sup>) year of continuous service in the District;

The aforementioned longevity payment shall be increased to \$8,000.00 at the sixteenth (16<sup>th</sup>) year of continuous service in the District;

Administrators beginning their employment with the District between July 1 and December 31 will receive full credit for (1) year of service if they complete such first year as an administrator in the District. Administrators beginning their employment with the District between January 1 and June 30 will receive no credit for such service in that school year.

#### IV. PHYSICAL EXAMINATION

The administrator agrees to have a comprehensive medical examination at the doctor of the Administrator's choice at least once each year during the term of the Agreement, or at more frequent intervals when reasonably requested by the Board. The Board will pay up to \$100 toward the total expense (inclusive of x-rays or special laboratory reports) of such annual examination and the same amount toward any additional examination requested by the Board. For one (1) of the three (3) examinations covered by this contract, the Board will pay up to \$200 for the medical examination.

Within a reasonable time after any such examination, a written report from the examining physician covering all aspects of the examination shall be filed with the Clerk of the Board and shall certify to the competency of the Administrator to perform the customary duties of the position. The results of the physicals shall be filed in each Administrator's personnel file and shall be available to the School Physician, the Superintendent, and the Board, but otherwise kept confidential.

#### GRIEVANCE PROCEDURE

Annexed hereto and made a part hereof as Schedule B is a Grievance Procedure that shall govern the filing and determination of grievances during the term of this Agreement.

#### DUES DEDUCTION

At the request of the Administrator, the School District shall deduct from his or her salary dues for professional organizations and transmit the same to such organizations.

IN WITNESS WHEREOF, the parties hereto have executed this contract this contract the date below written:

Dated: 10/15/08

BY: Ann O'Brien  
ANN O'BRIEN  
President, Board of Education  
Miller Place UFSD

Dated: 10/16/08

BY: Seth A. Lipshie  
SETH A. LIPSHIE  
President, Miller Place  
Administrators Association

**SCHEDULE A****BENEFITS AND LEAVE PROVISIONS**

**Sick Leave.** All 12 month administrators and 12 month dean of students shall be granted twelve (12) days of paid personal sick leave per year with unlimited accumulation. All 10 month District directors shall be entitled to ten (10) days of paid personal sick leave per year with unlimited accumulation. The Board may require appropriate medical evidence of a claimed personal illness or physical disability and may further have such evidence reviewed by the School District Physician or a consultant designated by him/her. Sick leave shall be earned at the rate of one (1) day for each month of employment, and an administrator, dean of students, or District director who leaves the employ of the School District shall reimburse the District for any monies received in excess of that to which he or she was entitled hereunder.

**Family Illness or Death.** All 12 month administrators, 12 month dean of students, and 10 month District directors shall have five (5) additional days per year for a death or serious illness in his immediate family, subject to the furnishing and review of any medical evidence that may be required. Such additional days may not be accumulated from year to year.

**Personal Leave.** All 12 month administrators and 12 month dean of students shall be entitled to five (5) paid personal business days per year. All 10 month District directors shall be entitled to four (4) paid personal business days per year. At the end of the year any unused personal business days shall be accumulated with unused sick leave days.

**Additional Leaves of Absence:** The Administrator may apply in writing to the Board for additional leaves of absence, with or without compensation, and such applications may be denied or granted by the Board, in its sole discretion, on such terms and conditions as the Board may specify.

**Vacations.** All 12 month administrators and 12 month dean of students shall be entitled to twenty (20) paid vacation days per year to be taken at such time or times as shall be approved by the Superintendent. Administrators will be paid during the year of accrual only, up to a maximum of ten (10) unused vacation days by June 30 of each year, at the administrator's per diem rate.

**Life Insurance.** Each member of the Unit shall be provided with \$150,000 term life insurance except for Karen Reichert who shall be provided with \$100,000 split dollar life insurance.

**Annuity Deductions.** At the request of the Administrator, the School District shall deduct from his/her salary payments required for annuities purchased by the Administrator and transmit the same to the appropriate insurer. The School District shall make no monetary contributions for such annuities.

**Job-Connected Injuries.** In the event the Administrator sustains personal injuries arising out of and within the scope of his/her employment which prevent him/her from full discharging his/her duties, he/she shall be entitled to receive his/her full salary for the balance of the year in which injuries occur, with no loss of sick leave.

**Disability Insurance.** The Board shall provide group coverage for disability insurance for Administrators as provided in the contract for classroom teachers.

**Accidental Death.** The School District shall pay the full cost of an insurance policy covering the accidental death of the Administrator while in the employ of the District, in the face amount of \$100,000 payable to a beneficiary designated by the Administrator.

**Health Plan for Retirees.** If an Administrator retires, the District will pay one hundred percent (100%) of the individual health insurance premium and thirty-five percent (35%) of dependent coverage, provided the employee has completed at least ten (10) consecutive years of employment in the District. When the retiree and/or dependent reaches age sixty-five (65), the District will reimburse the retiree and the dependent for the cost of Medicare.

**Health Insurance:**

(a) Up to and including June 30, 2006, the Board of Education shall pay 90% of premiums for the cost of the Miller Place School District's health insurance plan. Effective July 1, 2006 the Board of Education shall pay 87% of the cost of premiums for the aforementioned health insurance plan; and effective July 1, 2007 the Board of Education shall pay 85% of premiums for the cost of the aforementioned health insurance plan. Should the Board of Education seek to investigate alternate health plans, a committee shall be appointed for this purpose. The committee shall contain an equal number of administrators and central office administrators with the administrative members being selected by the Association.

If the committee approves an alternate health insurance plan, said plan shall be instituted as soon as practical. If the committee does not approve an alternate health insurance plan, the Board may implement a change in health insurance subject to the following conditions:

- (i) The Board shall provide sixty (60) days' notice to the Association of any proposed change. The Association shall have the opportunity to consult with the Board at least thirty (30) days prior to the implementation of the proposed change.
- (ii) The proposed plan shall be equal to or better than the health insurance plan currently in effect.
- (iii) Should the Association contend that the proposed plan is not equal to or better than the current plan, it shall have the right to proceed to expedited arbitration of this issue. Said expedited arbitration shall be concluded no later than ten (10) days prior to the proposed implementation date. No change in health insurance shall be effected until the arbitrator's award is received by the parties.

(b) Effective July 1, 1992, an administrator whose spouse is eligible to be covered by the Miller Place School District's Health Plan or the same plan into which the District may subsequently enroll, shall not be entitled to family health insurance coverage from the School District unless such coverage is required to comply with a court order or judgment predating July 1, 1992. With respect to administrators whose spouse is employed by the School District, such employees will have the option as to which spouse shall be covered by the District's Family Plan. Nevertheless, an administrator who thereafter becomes no longer covered by his/her spouse's said coverage, or who is about to retire from the District under the New York State Teachers' Retirement System, shall be entitled to reinstatement at the cost to the District to coverage under the District's Family Plan (if the administrator has dependents, or to the District Individual Plan, if no dependents).

An administrator, who is not eligible for family health insurance pursuant to this provision of the contract, shall be entitled to individual coverage or \$1,000 annually, at the option of the administrator. The School District will also reimburse to the employee health insurance contributions required of his/her spouse to a maximum of fifteen percent (15%) of the premium (see Appendix A).

**Dental Insurance:** Effective July 1, 2005, the District will pay for individual or family dental insurance coverage, at the election of Administrators, providing coverages equivalent to those provided to the District's teachers.

Terminal Allowance: Upon termination from active District employment due to retirement as accepted and approved by the New York State Teachers' Retirement System, death from the District, the administrator shall be entitled to a terminal allowance at full pay on the basis of one (1) day for each two (2) days of accumulated sick leave provided the employee has completed at least ten (10) consecutive years of employment in the District immediately prior to retiring from the District.

Retirement Incentive. Upon reaching the age at which an Administrator can first retire, the Administrator will receive a retirement incentive as follows only if he/she retires on June 30 of that year:

Seventy-five percent (75%) of unused sick leave up to a maximum of two hundred and twenty (220) days or ten thousand dollars (\$10,000) whichever is greater.

Thus an Administrator who has accumulated two hundred and twenty (220) or more days of sick leave will be paid for one hundred and sixty-five (165) days, which is three-fourths of a full year's salary.

This retirement incentive, if elected by the retiring Administrator, eliminates any eligibility for payment of Terminal Leave and replaces Terminal Leave entirely.

All Administrators are required to have completed ten (10) years of service as a teacher or Administrator in Miller Place School District to be eligible for the retirement incentive. To qualify for the retirement incentive, an Administrator must resign in writing no later than February 1, effective June 30.

**SCHEDULE B****GRIEVANCE PROCEDURES****A. DEFINITIONS**

1. A grievance shall mean any dispute as to the interpretation or the application of the language contained in the collectively negotiated Agreement.
2. The term days shall mean calendar days.
3. An aggrieved person is the person making the claim.

**B. PROCEDURE**

**Step 1 – Superintendent.** An Administrator with a grievance shall first present the grievance to the Superintendent on an oral and informal basis.

If the grievance is not resolved within seven (7) days after discussion, the Administrator will submit same in writing to the Superintendent either directly or through a representative. If the Administrator submits the grievance through a representative, the Administrator must also be present during the discussion of the grievance at this and every other step. Within seven (7) days after the grievance is submitted, the Superintendent shall render a decision thereon.

**Step 2-Board.** If the Administrator is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within seven (7) days after presentation of the written grievance, the aggrieved person may, within five (5) days thereafter, submit a copy of the written grievance together with the response received at Step 1 to the Board of Education. The Board shall transmit its written decision on the grievance with thirty (30) days after receipt of the grievance.

**Step 3 – Arbitration.** If the aggrieved person is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered with thirty (30) days after the presentation of the grievance, the aggrieved party shall request the New York State Public Employment Relations Board to submit a panel of arbitrators. From this panel, the parties shall mutually agree upon a single arbitrator in accordance with rules of PERB. In the event the parties are unable to select an arbitrator, then PERB shall be empowered to select an arbitrator and such selections shall be binding upon the parties. The determination by the arbitrator shall be an advisory determination to the Board of Education. The Board shall make the final determination which shall be binding upon the parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the parties.

**SCHEDULE C**  
**SALARY SCHEDULE**

% Increase	3.50%	3.50%	3.50%	3.50%	3.50%
<b>MPHS Principal</b>					
Level	2008-09	2009-10	2010-11	2011-12	2012-13
1	124,395	128,749	133,255	137,919	142,746
2	126,883	131,324	135,920	140,678	145,601
3	129,421	133,951	138,639	143,491	148,513
4	132,009	136,630	141,412	146,361	151,484
5	134,649	139,362	144,240	149,288	154,513
6	137,342	142,149	147,125	152,274	157,604
7	140,089	144,992	150,067	155,320	160,756
8	142,891	147,892	153,069	158,426	163,971

% Increase	3.50%	3.50%	3.50%	3.50%	3.50%
<b>NCRMS Principal</b>					
Level	2008-09	2009-10	2010-11	2011-12	2012-13
1	122,136	126,411	130,835	135,415	140,15
2	124,579	128,939	133,452	138,123	142,95
3	127,070	131,518	136,121	140,885	145,81
4	129,612	134,148	138,844	143,703	148,73
5	132,204	136,831	141,620	146,577	151,70
6	134,848	139,568	144,453	149,509	154,74
7	137,545	142,359	147,342	152,499	157,83
8	140,296	145,206	150,289	155,549	160,99

<b>Elementary Principals</b>					
Level	2008-09	2009-10	2010-11	2011-12	2012-13
1	117,344	121,451	125,702	130,102	134,655
2	119,691	123,880	128,216	132,704	137,348
3	122,085	126,358	130,780	135,358	140,095
4	124,527	128,885	133,396	138,065	142,897
5	127,017	131,463	136,064	140,826	145,755
6	129,558	134,092	138,785	143,643	148,670
7	132,149	136,774	141,561	146,516	151,644
8	134,792	139,509	144,392	149,446	154,676

<b>Secondary Assistant Principals</b>					
Level	2008-09	2009-10	2010-11	2011-12	2012-13
1	104,484	108,141	111,926	115,844	119,89
2	106,574	110,304	114,165	118,160	122,29
3	108,705	112,510	116,448	120,524	124,74
4	110,880	114,760	118,777	122,934	127,23
5	113,097	117,056	121,152	125,393	129,78
6	115,359	119,397	123,576	127,901	132,37
7	117,666	121,785	126,047	130,459	135,02
8	120,020	124,220	128,568	133,068	137,72

<b>12 Month - Full Time Dean of Students</b>					
Level	2008-09	2009-10	2010-11	2011-12	2012-13
1	96,888	100,279	103,788	107,421	111,181
2	98,825	102,284	105,864	109,570	113,404
3	100,802	104,330	107,982	111,761	115,673
4	102,818	106,417	110,141	113,996	117,986
5	104,874	108,545	112,344	116,276	120,346
6	106,972	110,716	114,591	118,602	122,753
7	109,111	112,930	116,883	120,974	125,208
8	111,293	115,189	119,220	123,393	127,712

<b>10 Month - Directors</b>					
Level	2008-09	2009-10	2010-11	2011-12	2012-13
1	91,210	94,403	97,707	101,127	104,66
2	93,035	96,291	99,661	103,149	106,75
3	94,895	98,217	101,654	105,212	108,89
4	96,793	100,181	103,687	107,316	111,07
5	98,729	102,185	105,761	109,463	113,29
6	100,704	104,228	107,876	111,652	115,56
7	102,718	106,313	110,034	113,885	117,87
8	104,772	108,439	112,234	116,163	120,22



APPENDIX A

1. A district employee is eligible to receive the Miller Place School District's Health Plan. A district employee is eligible for this plan provided by the District unless the spouse of such employee is eligible to be enrolled as a participant in a family plan maintained by a spouse and which is equal to the Miller Place School District Family Plan. Two district employees who are married to one another may choose (a) a family plan in the name of one of the parties or (b) two individual plans, one covering each party.
2. A district employee may enroll in an individual plan if the district employee is covered by a spouse's family plan which is equal to Miller Place's Family Plan, or be paid \$1,000 annually.
3. A district employee who is protected by a spouse's family plan which is at least equal to the Miller Place Family Plan is not eligible to enroll in a family plan offered by the district unless obligated to maintain a health insurance policy because of a court order, judgment, or a separation agreement. Affected employees should deliver official document to the personnel office in order that the district may determine eligibility for participation in the health insurance plan.
4. If a district employee's spouse is employed elsewhere and the spouse is eligible only for an individual plan, the district employee may enroll in an individual or family plan paid by Miller Place.
5. Administrators shall pay fifteen percent (15%) of the cost of the District's medical plan.
6. In the discretion of the Superintendent or his/her designee, members of the Administrator's unit may be required to participate in the District's direct deposit plan, and the unit hereby authorizes such direct deposit of their paychecks into such plan or account.

The intent of the contract's language relating to health insurance coverage is to eliminate duplication and redundant coverage. On the other hand, a district employee may enroll in a district-paid health insurance plan if a spouse employed by another agency is eligible solely to coverage limited to an individual plan. The latter does not cause redundancy in coverage for the Miller Place employee.